

Form 1311-2  
(February 1989)United States Department of the Interior  
Bureau of Land Management

Page No. 1 of 1 Total Page

AMENDMENT OF REQUEST FOR  
APPLICATION/MODIFICATION OF  
ASSISTANCE AGREEMENT

1. AMENDMENT/MODIFICATION NO.

One (1)

2. EFFECTIVE DATE

July 29, 2003

## 4. ISSUED BY

USDI - Bureau of Land Management  
Branch of Procurement Management (952)  
PO Box 2965  
Portland, OR 97208-2965

## 5. ADMINISTERED BY (If other than Item 4)

## 6. NAME AND ADDRESS OF RECIPIENT (No. street, county, state and ZIP)

Klamath Bird Observatory  
John Alexander  
PO Box 758,  
Ashland, OR 97520

( / )

## 7A. AMENDMENT OF REQUEST FOR APPLICATION NO.

## 7B. DATED

## 8A. MODIFICATION OF ASSISTANCE AGREEMENT NO.

HAA032M00

## 8B. DATED

June 26, 2003

## 9. THIS ITEM ONLY APPLIES TO AMENDMENTS OF REQUEST FOR APPLICATION

☐ The above numbered Request is amended as set forth in Item 10. The hour and date specified for receipt of Applications ☐ is extended, ☐ is not extended.

Applicants must acknowledge receipt of this amendment prior to the hour and date specified in the Request or as amended, by one of the following methods:

a) By completing Items 6 and 13, and returning - copies of the amendment; b) By acknowledging receipt of this amendment on each copy of the Application submitted; or c) By separate letter or telegram which includes a reference to the Request for Application and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF APPLICATIONS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR APPLICATION. If by virtue of this amendment you desire to change an application already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the Request for Application and this amendment, and is received prior to the hour and date specified.

## DESCRIPTION OF AMENDMENT/MODIFICATION (attach additional pages if needed)

MONITORING AVIAN POPULATIONS OF NEOTROPICAL MIGRATORY LANDBIRDS, KLAMATH FALLS RESOURCE AREA, LAKEVIEW DISTRICT, OREGON  
is modified as follows:Replace section VII. Payments of the subject agreement with the revised section VII.VII. Payments.

## A. Electronic Funds Transfer Payments

1. Payment under this agreement will be made by the Government by electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
2. After award, but no later than 14 days before an invoice or agreement financing request is submitted, the Recipient shall designate a financial institution for receipt of electronic funds transfer payments (SF-3881), and shall submit this designation to the following address:

Bureau of Land Management  
National Business Center, BC-630  
Denver Federal Center, Bldg. 50  
PO Box 25047  
Denver, CO 80225-0047

3. If a designation has been submitted to the BLM under a previous agreement it is not necessary to complete another SF-3881 unless you are changing your designation of financial institution.
- B. The Klamath Bird Observatory shall be entitled to reimbursement or advance payment at least quarterly upon submission of an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the AR. Payments shall be governed by the provisions of 43 CFR Subpart F, Section 12.922 and 12.952.
- C. If advance payments are made the Klamath Bird Observatory must submit a Federal Cash Transaction Report, SF 272 to the Assistance Officer 15 working days following the end of each quarter.
- D. Advance payments shall be made only in amounts necessary to meet current disbursement needs and shall be scheduled so that the funds are available only immediately prior to their disbursement.

Except as provided herein, all terms and conditions of the document referenced in Item 7A or 8A above, as heretofore changed, remain unchanged and in full force and effect.

## 11. ACCOUNTING AND APPROPRIATION DATA (If required)

12. IMPORTANT: Recipient ☒ is not, ☐ is required to sign the document and return copies to the issuing office.

13A. NAME AND TITLE OF SIGNER (Type or print)

14A. NAME AND TITLE OF ASSISTANCE OFFICER (Type or print)

13B. RECIPIENT/APPLICANT

13C. DATE SIGNED

14B. UNITED STATES OF AMERICA

14C. DATE SIGNED

(Authorized Signature)

8/1/03

Juni Gnudea  
(Signature of Assistance Officer)

7/30/03

Form 104-1

(February 1989) United States Department of the Interior  
Bureau of Land Management

PAGE 1 OF 15 PAGES

1. AGREEMENT NO.  
HAA032M00

2. TASK ORDER NO.

3. TYPE OF AGREEMENT (Check one)

☐ GRANT☒ COOPERATIVE AGREEMENT

## ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

## 4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER

Yuri Yoshida  
Bureau of Land Management, OR952  
Post Office Box 2965  
Portland, Oregon 97208  
503-808-6229

## 5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT

Klamath Bird Observatory  
John Alexander  
PO Box 758,  
Ashland, OR 97520  
Telephone Number (541) 201-0866

## 6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE

Larry Frazier  
Bureau of Land Management  
2795 Anderson Ave., Bldg. 25  
Klamath Falls, OR 97603

## 7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER

John Alexander  
Klamath Bird Observatory  
PO Box 758, Ashland, OR 97520  
Telephone Number (541) 201-0866

## 12. TYPE OF RECIPIENT (Check one)

- ☐ STATE  
☐ LOCAL GOVERNMENT  
☐ INDIAN TRIBAL GOVERNMENT  
☐ EDUCATIONAL INSTITUTION  
☐ INDIVIDUAL  
☐ FOR-PROFIT ORGANIZATION  
☒ NON-PROFIT ORGANIZATION  
☐ OTHER (SPECIFY)

## 13. FUNDING INFORMATION

	Recipient	Agency
This obligation	\$ 23,000 (in-kind)	\$ 46,000
Previous obligation	\$ None	\$ None
Total obligation	\$ 23,000	\$ 46,000
Share Ratio	33%	66%

## 14. ACCOUNTING AND APPROPRIATION DATA

OR014/1770-MR/25-2Z

15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES: The principal objectives of "Monitoring Avian Populations of Neotropical Migratory Landbirds in the Upper Klamath River Basin" are as follows: 1) Determine species diversity and numbers of landbirds in specific habitats identified for management analysis between the BLM and KBO; 2) Determine the habitat components important for landbirds in specific habitats identified for management analysis between the BLM and KBO; 3) Track the trends in population numbers, including reproductive success; 4) Make recommendations for future management actions based on analysis of habitats agreed to between BLM and KBO; 5) Evaluate the relative importance of each sampling site for landbirds during breeding and migration.

## 16a. NAME AND TITLE OF SIGNER (Type or print)

John Alexander, Executive Director

## 17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (Type or print)

Yuri Yoshida

## 16b. RECIPIENT

## 16c. DATE SIGNED

6/24/03

## 17b. UNITED STATES OF AMERICA

BY *Yuri Yoshida*  
(Signature of Assistance Officer)

## 17c. DATE SIGNED

6/26/03

## I. Statement of Joint Objectives

A. Purpose. This agreement is made and entered into by the Department of the Interior, Bureau of Land Management, Oregon State Office (BLM), and the Klamath Bird Observatory (KBO), for the purpose of continuing a landbird monitoring project referred to by the BLM as "Monitoring Avian Populations of Neotropical Migratory Landbirds in the Upper Klamath River Basin". Over the past several years Redwood Sciences Laboratory of Pacific Southwest Research Station of the U.S. Forest Service (PSW), in cooperation with several other organizations and individuals, has been involved in the intensive monitoring and inventory of neotropical migratory landbirds in the Lower Klamath River Basin. The project is known as the Klamath Landbird Demographic Network. In 1996, the Lower Klamath River Basin project was expanded to include habitat within the Upper Klamath River Basin. Present cooperators for the Upper Klamath River Basin project sites are the Klamath Bird Observatory (KBO), World Wildlife Fund, PSW, Point Reyes Bird Observatory, PacifiCorp, Winema National Forest, Klamath Basin National Wildlife Refuge and the BLM.

The scope of this project includes lands administered by PacifiCorp and Winema National Forest, as well as by the Bureau of Land Management. The project includes censusing to obtain data on species diversity and abundance in a variety of habitat types, and mist-netting for data on long term trends and demographics.

The primary purpose of the demographic portion of the study is to evaluate the reproductive success and population health of landbirds in riparian and marsh habitats in the Upper Klamath River Basin. The project includes constant effort mist netting stations at Wood River, Klamath River, Johnson Creek, and Barnes Valley Creek. Mist netting will also occur on supplemental sites using "Rapid Ornithological Inventory (ROI) methodology. The number and location of additional sites will be determined by the BLM, KBO, PSW, and PacifiCorp, as deemed appropriate.

Censusing using point counts will be continued on a few selected routes which were established in 1998 to provide information on trend. Censusing using point counts will also be conducted on routes in juniper, sage, ponderosa pine, and these habitat types under various stages of juniper encroachment.

B. Objective. This Assistance Agreement is an instrument for cooperative research activities between KBO and BLM.

In Oregon, four habitat types have been identified by the Oregon-Washington Chapter of Partner's in Flight as top priority for conservation and management. These habitats have the greatest number or percentage of species which are declining or are vulnerable (Andelman and Stock 1994). Three of these habitat types are present in areas on the Klamath Falls Resource Area where there is a need to evaluate BLM's current and future management actions. The three habitat types are riparian, oak woodland, and old growth/mature coniferous forest. Recommendations by the Oregon-Washington Chapter of Partner's in Flight for monitoring, research, and management within these habitats includes tracking the maximum number of species, and monitoring population trends for individual species across habitat types and

management regimes. This recommendation is partially a result of the fact that information is unavailable to determine the long-term population trends for 72 percent of the 122 landbirds that breed in Oregon.

In addition to the above habitat types, birds in sage steppe habitat have recently been identified as a high priority for conservation based on downward trends of both the birds and their habitat. The Klamath Falls Resource Area of the Bureau of Land Management currently is placing an emphasis on fuels management. A large portion of the fuels program includes the thinning of juniper in sage and ponderosa pine habitats.

The principal objectives of "Monitoring Avian Populations of Neotropical Migratory Landbirds in the Upper Klamath River Basin" are as follows:

- 1) Determine species diversity and numbers of landbirds in specific habitats identified for management analysis between the BLM and KBO;
- 2) Determine the habitat components important for landbirds in specific habitats identified for management analysis between the BLM and KBO;
- 3) Track the trends in population numbers, including reproductive success;
- 4) Make recommendations for future management actions based on analysis of habitats agreed to between BLM and KBO
- 5) Evaluate the relative importance of each sampling site for landbirds during breeding and migration.

The following areas are the focus of this study:

**WOOD RIVER** - Information on the trends in diversity and numbers of landbirds can be obtained through point count sampling efforts; however, information on reproduction, survival, and population trends cannot be obtained through point counts alone. This demographic study will complement the point count data collected at Wood River by BLM and will provide needed information on the reproductive status and population trends for the species dependent upon riparian habitats in the Upper Klamath River Basin. This study will help determine how Wood River functions for landbirds during post-breeding and migration, compared to other areas being sampled on the west side of Upper Klamath Lake.

**JOHNSON CREEK** - The headwaters of Johnson Creek are surrounded by old growth and mature forest habitat in an area which is being managed for late successional dependent wildlife species. Information is needed on the diversity and numbers of resident and migratory landbird species in this area and on how BLM's management may be affecting the status of those species dependent upon various habitat components of mature forest.

**KLAMATH RIVER CANYON** - The Klamath River Canyon consists primarily of oak woodland and ponderosa pine habitat with some meadows and narrow strips of riparian habitat along the river. An eleven mile stretch of this river beginning immediately downstream from J.C. Boyle Hydroelectric Powerhouse and extending to the backwaters of Copco Reservoir, are designated as Wild and Scenic. The area is currently managed primarily for recreation. An evaluation of how the river corridor functions for landbirds and how BLM's current and future

management activities may affect these species, is needed.

**GERBER BLOCK (Barnes Valley Creek)** - Barnes Valley Creek is a perennial tributary to Gerber Reservoir with riparian habitat consisting of willow, alder, and young cottonwood. The upland habitat within the drainage is dominated by ponderosa pine. Sage and juniper dominate the surrounding area. This creek is within a grazing allotment and is currently being managed under a pasture rotation system. This study will help determine how the Gerber area functions for landbirds during breeding and migration. It will also address the implications of our grazing management upon landbirds.

**EASTSIDE SHRUB, JUNIPER, & WOODLAND HABITAT** - During 1999, the BLM set up a study for collecting landbird data in sage and juniper habitats. The objective of this study is to collect baseline data and to evaluate the differences in bird diversity and numbers between healthy shrub communities and areas where juniper encroachment is a problem. Data from the current BLM study and from census routes conducted by PSW during 1998, and in subsequent years by the KBO, will be used in conjunction to help guide BLM's management activities.

C. Authority. The basis for this agreement is found on support or stimulation of a public purpose authorized by the following Federal statute(s):

1. Federal Land Policy and Management Act of 1976 (Public Law 94-579, Section 307 (b)).
2. Fish and Wildlife Conservation and Water Resources Developments Coordination Act, as amended, P.L. 85-624, 16 U.S.C. 661. The Bureau is authorized to use interagency agreements, contracts, and Federal assistance to develop, protect, rear, and stock wildlife resources and habitats; and to make surveys and investigations of wildlife on public lands. Other Federal agencies, States, and public or private organizations may be recipients.
3. Challenge Cost-Share Appropriation Act, P.L. 101-512, dated 11/5/90

D. Benefits. The activity to be undertaken through this agreement are in furtherance of the BLM and the KBO mission by the providing the following benefits:

- 1) Determine species diversity and numbers of landbirds in specific habitats identified for management analysis between the BLM and KBO;
- 2) Determine the habitat components important for landbirds in specific habitats identified for management analysis between the BLM and KBO;
- 3) Track the trends in population numbers, including reproductive success;
- 4) Make recommendations for future management actions based on analysis of habitats agreed to between BLM and KBO
- 5) Evaluate the relative importance of each sampling site for landbirds during breeding and migration.

## II. Definitions.

A. Agreement: This cooperative agreement.

B. Assistance Officer (AO): The BLM's Assistance Officer. The AO is the only individual authorized to obligate funds, award, modify or terminate the agreement or any task order (TO) thereto. The AO is responsible for issuing TOs, monitoring the agreement and TOs for compliance, enforcing the agreement provisions, issuing timely performance and payment approvals, terminating the agreement or any TO thereto and closing out the agreement.

C. Assistance Representative (AR): The BLM's Assistance Representative. The AR will be designated for the purpose of administering the technical aspect of the agreement. The AR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of the work specified in this agreement. The AR is not authorized to issue changes or in any other way modify this agreement.

D. The Bureau of Land Management (BLM). May also be referred to as Bureau.

E. The Code of Federal Regulations (CFR).

F. Fiscal Year (FY): The Federal fiscal year which extends from October 1 of one year through September 30 of the following year.

G. The Bureau of Land Management (BLM), may also be referred to as recipient.

H. Not-to-Exceed (NTE) Amount: The maximum Federal funding amount.

I. The Office of Management and Budget (OMB).

J. Project Inspector (PI): The BLM's project inspector. At the time of award, a BLM employee(s) may be appointed as the PI. If appointed, the PI will be responsible for providing on-site inspection of the work and for giving the Klamath Bird Observatory representative any special instructions, guidance, or training necessary to complete or perform the work. The PI will not be authorized to issue changes or in any way modify the agreement.

K. Project Manager: The recipient's Project Manager. John Alexander, Klamath Bird Observatory, Ashland, Oregon

L. Responsible Official: The recipient's Responsible Official. The responsible official is the individual who is authorized to act for the recipient's organization and commit the recipient to compliance with the terms and conditions of this agreement.

M. Task Order (TO): The order which is issued against the agreement to obligate funds for specific services or work to be accomplished.

N. Assistance Ordering Officer (AOO): The BLM's Assistance Ordering Officer. The AOO is an individual authorized by the AO to issue TOs against this agreement. The AOO is responsible for obligating the funds, monitoring for compliance, enforcing the provisions, issuing

timely performance and payment approvals, modifying, terminating, and closing out the TO. The AOO is not authorized to issue changes or in any other way modify this agreement. A Project Inspector may be appointed by the AOO for the TO.

### III. Project Management Plan.

#### A. The Klamath Bird Observatory agrees to:

1. Coordinate with BLM and PSW to implement the point count census effort. Supervise KBO and PSW contracted surveyors by training, assuring quality control, scheduling, and directing on the ground census efforts.

2. Train KBO and PSW interns to run constant effort mist netting stations and rapid ornithological inventories following guidelines from the "North American Banding Council Trainers Guide" and the "RSL Station Procedures".

3. Coordinate with BLM and PSW to implement constant effort mist netting and rapid ornithological inventories efforts. Supervise PSW Interns by training, assuring quality control, scheduling, and directing on the ground bird monitoring efforts.

4. Provide a summary of the monitoring effort expended at each demographic site and on each census route, and the birds encountered, by December of the calendar year. This report should include the following:

- 1) Tables with the number of species and number of birds by date for each constant-effort mist-netting and ROI station, and total number of species.
- 2) A list of species for each demographic station by season (breeding versus fall migration).
- 3) The names of the point count routes censused, the dates censused, and corresponding species lists.

5. In cooperation with PSW, provide a report for each field season to be received by BLM no later than May 15 of the following calendar year. The Project Leader's contribution to the report should include, but not be limited to, the following:

- a.) Relative abundance of species for each census route.
- b) A complete species list for each census route.
- c) A discussion of key findings for each demographic site and census route.

Interpretation of the data would be presented in several separate "articles". The timing for completion, and the content of these articles would be determined based on the BLM's management and analysis needs and coordination between the KBO Project Leader, and representatives of PSW and BLM.

6. Provide assistance to the BLM in implementation of the BLM's sage/juniper study. The degree of assistance provided will be negotiated between BLM, PSW, and the KBO Project Leader based on the amount of time and funding available to PSW and the KBO Project Leader. The tasks to be negotiated include those outlined in the KBO's proposal to the Joint

Fire Sciences Program titled "The Effects of Fire Suppression, Fuels Treatment, and Wildfire on Bird Distribution and Abundance in the Klamath Ecoregion of Southern Oregon and Northern California".

B. The BLM agrees to:

1. Periodically review the progress of the work. The Klamath Falls Resource Area will have the final approval authority for the portion of the report(s) for project sites on BLM lands.
2. Provide technical assistance.
3. Provide payments to the Klamath Bird Observatory in accordance with Section VI, Financial Support, and Section VII, Payments, of this agreement and applicable OMB and Treasury Regulations.

IV. Term of Agreement. This agreement shall become effective on the date of signature of the BLM Assistance Officer and shall remain in effect until 2006, unless terminated in accordance with the provisions of 43 CFR, Subpart F, Section 12.961.

V. Task Orders (TO).

A. Issuance. If any TOs are issued they will be issued in writing by the Assistance Officer and must be signed by both the authorized responsible official and the AO to be effective.

B. Contents. A TO will contain:

1. The specifications or statement of work which specifies what will be performed under this TO.
2. A list of any deliverable items that are required.
3. Any necessary drawings and/or location maps.
4. The delivery schedule or completion time which has been negotiated based on the level of difficulty, site location, etc.
5. A detailed budget submitted on form SF-424A, Budget Information - Nonconstruction Programs with a NTE amount for the task.
6. Any other detail or information necessary.

VI. Financial Support.

A. This agreement shall be funded each FY or by TO based on the availability of BLM



funding. The Klamath Bird Observatory hereby releases the BLM from all liability due to failure of Congress to appropriate funds for this agreement.

B. Funds obligated but not expended in one FY or TO can be carried forward and expended in the subsequent FY.

C. \$ 46,000 represents the NTE amount for which the BLM will be responsible under the terms of this agreement. NTE amounts on TOs, if issued, will represent additional amounts for which the BLM will be responsible for under the terms of the agreement. The BLM shall not be obligated to pay for nor shall the Klamath Bird Observatory be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount.

D. Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart F, Section 12.923.

E. Program income for this agreement shall be in accordance with 43 CFR, Subpart F, Section 12.924.

## VII. Payments.

A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

1. Payments under this agreement will be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information due directly from the Federal Reserve Bank.

2. Recipient enrollment in ASAP is accomplished in one of the two following ways:

a. Recipients *already participating with another Federal agency* need only complete the attached ASAP Participation Request form (see Attachment No. 1) and fax or mail it to the number or address listed on the form.

b. Recipients *not currently enrolled in the ASAP system* should complete the attached ASAP Participation Request form (see Attachment No. 1) and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete and return those forms to the Department of the Treasury and they will send the recipient the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

3. Once the recipient has been assigned an ASAP Requestor ID by the Department of Treasury, the BLM Assistance Officer will create an ASAP Account ID unique to this agreement. The first nine characters will be the agreement number (reference block 1 of agreement cover page, BLM form

1511-1). The remaining three characters will identify BLM funding line items. Drawdown of funds should be made in fund line item order, beginning with 001.

B. The recipient will be required to complete a Standard Form (SF) 270, Request for Advance or Reimbursement, and backup documentation and mail or fax it to the Assistance Officer at the same time they make an ASAP fund drawdown. *Failure to submit an original SF-270 at time of drawdown may result in the BLM requiring agency review prior to release of funds using the ASAP system.*

C. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. *If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the Assistance Officer 15 working days following the end of each quarter.*

This recipient is subject \_\_\_\_ Is not subject XX to Agency Review for payment requests.

#### VIII. Property Management and Disposition.

Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43 CFR, Subpart F, Section 12.930 through 12.937.

#### IX. Deliverables and Reports.

Submit one copy of an annual performance report to the Assistance Representative within 90 days after the end of the FY. The performance report must be prepared in accordance with 43 CFR, Subpart F, Section 12.951 and address items such as a comparison of actual accomplishments with established goals, reasons why goals may not have been met, cost overruns and any other pertinent information.

#### X. Key Officials.

##### A. Assistance Officer (AO)

Yuri Yoshida  
Bureau of Land Management  
Oregon State Office  
P.O. Box 2965  
Portland, Oregon 97208  
Telephone Number (503) 808-6229

##### B. Assistance Representative (AR)

Larry Frazier  
Bureau of Land Management  
2795 Anderson Ave., Bldg. 25, Klamath Falls, OR 97603  
(541) 883-6916

##### C. Project Inspector (PI)

John Kellam

Bureau of Land Management  
2795 Anderson Ave., Bldg. 25, Klamath Falls, OR 97603  
(541) 883-6916

D. Responsible Official

Larry Frazier  
Bureau of Land Management  
2795 Anderson Ave., Bldg. 25, Klamath Falls, OR 97603  
(541) 883-6916

E. Project Manager

John Alexander  
Klamath Bird Observatory, PO Box 758, Ashland, OR 97520  
Telephone Number (541) 201-0866

XI. Special Terms and Conditions.

A. Order of Precedence

Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) requirements of the applicable QMB Circulars and Treasury regulations; (c) 43 CFR Part 12; (d) special terms and conditions; (e) all Agreement sections, documents, exhibits, and attachments; and (f) all TO sections, documents, exhibits, and attachments.

B. Modifications

This agreement may be modified by written agreement signed by both an official and the Assistance Officer. Administrative changes (i.e. AO name change) which do not change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the AO.

C. Procurement Procedures

It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

#### D. Deposit of Publications

Two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior  
Natural Resources Library  
Interior Service Center  
Gifts and Exchanges Section  
1849 C Street, N.W.  
Washington, D.C. 20240

#### XII. General Provisions.

A. National Policy Requirements and Administrative Management Standards. All applicable national policy requirements and administrative management standards as set forth in the Office of Management and Budget, Financial Management Division, Directory of Policy Requirements and Administrative Standards for Federal Aid Programs are incorporated by reference.

B. 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs is incorporated by reference.

C. OMB Circular A-122, Cost Principles for Nonprofit Organizations is incorporated by reference.

D. 43 Code of Federal Regulations (CFR) Part 12, Appendix A to Subpart D, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction and completed Form DI-2010 are incorporated by reference.

E. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate I (Grantees other than individuals) and completed Form DI-2010 are incorporated by reference.

F. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate II (Grantees Who are Individuals) and completed Form DI-2010 are incorporated by reference.

G. 31 U.S.C. 1352, Certification Regarding Lobbying and completed Form DI-2010 are incorporated by reference.

H. Single Audit Act Amendments of 1996, Public Law 104-156, 110 Stat. 1396, 31 U.S.C. 750 1-7 and 43 CFR, Part 12, is incorporated by reference.

I. Compliance With Buy American Act. Pursuant to Sec. 307 of the Department of the Interior and Related Agencies Appropriations Act of 2000, Public Law 106-113, be advised of the following:

1. None of the funds made available in this agreement may be expended by a recipient unless the recipient agrees that in expending the funds the recipient will comply with sections 2 through 4 of the Act of March 3, 1933 (41 U.S.C. 10a-10c; popularly known as the "Buy American Act").

2. Purchase of American-made equipment and products. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

3. Recipient also agrees to follow the procedures in 43 CFR Part 12, Subpart E, Section 12.700 - Buy American Requirements for Assistance Programs.

J. Opposition to Any Legislation. Recipient shall not use any part of the Government's funds for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

K. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

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